Wis. These parties were lessees of the building, and the same was occupied by the defendant as their agent. They shipped the liquors kept for sale in said building from Milwaukee to Spencer, Iowa, consigned to themselves; and the defendant received them as the agent of said Milwaukee parties. The beer which kept for sale was put up in bottles at Milwaukee, sealed and labeled, and for convenience of shipment were placed in open frame boxes with twenty-four separate compartments. The whiskey was in bottles, sealed and labeled, which bottles were, for convenience of shipment, packed in barrels. The defendant removed the bottles from the boxes and barrels, and sold them as they were sealed and labeled, and purchasers were not permitted to open the bottles and use the liquor upon the premises. As we understand it, this was strictly an original package establishment, and was authorized by the decision of the Supreme Court of the United States in *Leisy* v. *Hardin*, 135 U. S. 100. That the separate bottles were original packages—that is, in the form in which they were put up by the shipper for sale—we think there can be no doubt. At least such has been the holding of this Court. *Collins* v. *Hills*, 77 Iowa, 181. And see also, *Re Beine*, 42 Fed. Rep., 545. It is proper to observe that the case at bar was heard and determined in the Court below before the recent Act of Congress relating to the laws of the several States pertaining to the regulation or prohibition of the traffic in intoxicating liquors.

"The decree of the District Court will be reversed."

ABSTRACTS OF DECISIONS

INJURY—MEASURE OF DAMAGES.

Action of one Charles Baker and wife for injuries to the latter while a passenger on defendant's railroad. It was shown on the trial that, as a consequence of her injuries, the woman had suffered great pain. The Judge charged the jury that it was their duty "to fix some sum which would be a compensation for this pain and suffering." Held error. The Court per Williams, Judge, said, "There is no market standard of value to be applied, and to suggest the idea of price to be paid to a volunteer as an approximation to the money value of the suffering is to give a loose rein to sympathy and caprice."

Baker v. *Pennsylvania Co.* Supreme Court of Pennsylvania. Appeal from the Court of Common Pleas, of Erie County. Decided May 25, 1891.

WILLS—CONSTRUCTION.

A. made her will in January, 1847, as follows: "All my estate, both real and personal, that I shall inherit as my portion after my father's death, I give and bequeath to my beloved cousin," etc.

The testatrix's mother died intestate in 1840, seized of certain real estate which descended to her children, subject to the life estate of her husband, who died in 1868. Held, reversing the decision of the Court below, that the word "inherit" had not been used by the testatrix in its technical sense, but in the sense of "to become possessed of," and therefore she did not die intestate as to any real or personal estate into possession of which she had come as a result of her father's death.